

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 52
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-04-R-0022		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2004MAY14	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ AFSC AMSJM-CCD-B ROCK ISLAND, IL 61299-6000  BLDG 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b> HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until 04:30pm (hour) local time 2004JUN14 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> JEREMY H. MILLER <b>E-mail address:</b> MILLERJ@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-5213
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	
				<b>18. Offer Date</b>	

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-04-R-0022 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 52
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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (\*\*\*).
3. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aais/ioc/clauses/index.htm](http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

1. This solicitation will result in an award of a five year Indefinite Delivery - Indefinite Quantity contract. This solicitation will be awarded the the offeror who provides the best value to the Government. The Government will evaluate Technical Approach, Management Approach, past Performance as well as Cost. The offerors should carefully read the Statement of Work which contains the requirements, Section L, which contains instructions to the offerors, and Section M, which contains the evaluation criteria.
2. The CDTF operations and maintenance contractor will prepare and conduct training for Government personnel, consultants designated by CMA to receive training and international treaty inspectors and site escorts involved in the chemical demilitarization program. The CDTF will also provide training on laboratory monitoring equipment for the systems contractors.
3. This solicitation includes the following requirements:
  - a. Developing, maintaining, and executing the training curriculum and specific training courses for Government personnel to support required oversight of operations, maintenance, and closure activities at the chemical demilitarization sites.
  - b. Providing for the maximum efficient utilization of the CDTF through effective scheduling of courses for Government and systems contractor personnel. While training of systems contractor personnel is the responsibility of the systems contractors and not generally a requirement of this contract, it is the responsibility of the CDTF contractor to coordinate with the systems contractors for training at the CDTF when it can be accomplished efficiently and effectively.
  - c. Providing laboratory monitoring training for Government and systems contractor personnel associated with the Armys Chemical Demilitarization Program.
  - d. Maintaining all process equipment, training equipment, building and grounds, and all instructional items needed to conduct training in support of the Armys Chemical Demilitarization Program.
  - e. Designing and fabricating equipment and test items to support munitions demilitarization activities, particularly those in support of process changeover.
  - f. Conducting studies and analyses, as requested by the contracting officer, to enhance Chemical Demilitarization Program training and processes.
4. The offeror is responsible for determining what efforts should be completed under the Cost Plus Fixed Fee contract line items (CLINs) and Firm Fixed Price CLINs.

Please mail all hard copies of the solicitation to:

U.S. Army Chemical Materials Agency

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Andrew Roach/Building E45M3  
ATTN: AMSCM-ECC  
5183 Blackhawk Road  
Aberdeen Proving Ground-Edgewood Area, MD 21010-5424

Please send electronic copy of the solicitation to:

U.S. Army Field Support Command  
ATTN: AMSFS-CCD-A/BRIAN MURPHY  
1 Rock Island Arsenal  
Building 350, 5th Floor  
rock Island, IL 61299-6500

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<u>CDTF CPFF SERVICES</u>  PROGRAM YEAR: 1 NOUN: CDTF CPFF YEAR 1  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin	(E)			\$ _____
0001BA	<u>CDTF FIXED PRICE SERVICES</u>  PROGRAM YEAR: 1 NOUN: CDTF FIRM FIXED PRICE YEAR 1  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				\$ _____
0002	SECURITY CLASS: Unclassified				
0002AA	<u>CDTF CPFF SERVICES</u>  PROGRAM YEAR: 2 NOUN: CDTF CPFF YEAR 2  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				\$ _____
0002BA	<u>CDTF FIXED PRICE SERVICES</u>  PROGRAM YEAR: 2 NOUN: CDTF FFP YEAR 2  <u>Inspection and Acceptance</u>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: OriginACCEPTANCE: Origin				
0003	SECURITY CLASS: Unclassified				
0003AA	<u>CDTF CPFF SERVICES</u>  PROGRAM YEAR: 3 NOUN: CDTF CPFF YEAR 3  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				\$ _____
0003BA	<u>CDTF FIXED PRICE SERVICES</u>  PROGRAM YEAR: 3 NOUN: CDTF FIRM FIXED PRICE YEAR 3  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				\$ _____
0004	SECURITY CLASS: Unclassified				
0004AA	<u>CDTF CPFF SERVICES</u>  PROGRAM YEAR: 4 NOUN: CDTF CPFF YEAR 4  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				\$ _____
0004BA	<u>CDTF FIXED PRICE SERVICES</u>  PROGRAM YEAR: 4 NOUN: CDTF FIRM FIXED PRICE YEAR 4				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	SECURITY CLASS: Unclassified				
0005AA	<u>CDTF CPFF SERVICES</u>  PROGRAM YEAR: 5 NOUN: CDTF CPFF YEAR 5				\$ _____
0005BA	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				\$ _____
	<u>CDTF FIXED PRICE SERVICES</u>  PROGRAM YEAR: 5 NOUN: CDTF FIRM FIXED PRICE YEAR 5				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

SEE SCOPE OF WORK (SEE ATTACHMENT 001)

(End of statement of work)

(CS6100)

C-2	52.248-4502 LOCAL	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	APR/1984
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ANSI/ISO/ASQC Z1.11 - 1996 AND BY REFERENCE ISO 9000 AND 9001

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)



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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

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(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")                      ACT

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(End of Clause)

(HA8704)

H-4	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JAN/2004
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(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

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(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items. Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority. Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

NONE

NONE

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number (NONE) or Contract Data Requirements List Item Number (NONE).

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

- (ii) The issuing agency code
  - (A) Shall not be placed on the item; and
  - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier,\*\* consisting of
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Governments unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-5	28.306(B)	REQUIRED INSURANCE	AUG/1995
The required minimum insurance is as follows:			
Workers' compensation and employer's liability	\$100,000.00		
General Liability			
Bodily Injury Liability	\$500,000.00		
Automobile Liability			

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per person for bodily injury	\$200,000.00
per occurrence for bodily injury	\$500,000.00
per occurrence for property damage	\$ 20,000.00

(End of Clause)

(HF7020)

H-6	5101.602-2	AVAILABILITY OF FUNDS	OCT/2001
	AFARS		

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-7	52.223-4506	PERMITS AND LICENSES	FEB/1993
	OSC		

(a) The contractor shall procure all necessary permits and licenses, obey and abide by all applicable laws, regulations, and ordinances and other rules of the United States of America, of the state, territory, or subdivision thereof or any other duly constituted public authority wherein work is done.

(b) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(c) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

(End of clause)

(HS7340)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-24	52.216-8	FIXED FEE	MAR/1997
I-25	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2000
I-28	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-3	CONVICT LABOR	JUN/2003
I-31	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-32	52.222.21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-38	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-39	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-40	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-41	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-44	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-45	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-46	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-47	52.224-2	PRIVACY ACT	APR/1984
I-48	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-49	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-50	52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) - ALTERNATE IV	JUN/1989
I-51	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-52	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996

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I-53	52.229-1	STATE AND LOCAL TAXES	APR/1984
I-54	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-55	52.232-1	PAYMENTS	APR/1984
I-56	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-57	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-58	52.232-11	EXTRAS	APR/1984
I-59	52.232-16	PROGRESS PAYMENTS	APR/2003
I-60	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-61	52.232-17	INTEREST	JUN/1996
I-62	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-63	52.232-20	LIMITATION OF COST	APR/1984
I-64	52.232-22	LIMITATION OF FUNDS	APR/1984
I-65	52.232-25	PROMPT PAYMENT	OCT/2003
I-66	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-67	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-68	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-69	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-70	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN/1985
I-71	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-72	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-73	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-74	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-75	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-76	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-77	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-78	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-79	52.242-13	BANKRUPTCY	JUL/1995
I-80	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II	APR/1984
I-81	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II	APR/1984
I-82	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-83	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-84	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-85	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-86	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-87	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-88	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-89	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-90	52.248-1	VALUE ENGINEERING	FEB/2000
I-91	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-92	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-93	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-94	52.249-14	EXCUSABLE DELAYS	APR/1984
I-95	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-96	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-97	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-98	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-99	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-100	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-101	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-102	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-103	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-104	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-105	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995

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I-106	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-107	252.211-7000 DFARS	ACQUISITION STREAMLINING	DEC/1991
I-108	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-109	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-110	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-111	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-112	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-113	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-114	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
I-115	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-116	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
I-117	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-118	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-119	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-120	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-121	252.227-7026 DFARS	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-122	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-123	252.227-7034 DFARS	PATENTS-SUBCONTRACTS	APR/1984
I-124	252.227-7036 DFARS	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-125	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-126	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-127	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-128	252.234-7001 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
I-129	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-130	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-131	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-132	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-133	252.246-7001 DFARS	WARRANTY OF DATA	DEC/1991
I-134	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-135	252.251-7000 DFARS	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
I-136	204.404-70(C)	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-137	52.216-18	ORDERING	OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders



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by individuals or activities designated in the Schedule. Such orders may be issued from contract award through 30 September 2009.

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(End of Clause)

(IF6088)

I-138                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-139                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2009.

(End of clause)

(IF6097)

I-140                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

\*\*\*

(End of Clause)

(IF6048)

I-141                      52.222-42                      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES                      MAY/1989

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In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS

MONETARY WAGE - FRINGE BENEFITS

Project Manager	\$65.40 plus fringe
Business Manager	\$45.74 plus fringe
Mid-Level Manager & Senior Instructor	\$37.30 plus fringe
Instructor	\$27.67 plus fringe

(End of clause)

(IF6016)

I-142	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
***			

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

(If none, insert "None")

IDENTIFICATION NO.

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(End of Clause)

(IF6350)

I-143	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT/1997
***			

(End of clause)

(IF7010)

I-144	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
***			

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) \_\_\_\_\_\*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

**Name of Offeror or Contractor:**

I-145	52.244-2	SUBCONTRACTS (COST -REIMBURSEMENT AND LETTER CONTRACTS (AUG 98) - ALTERNATE 1 (AUG 98)	AUG/1998
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(End of Clause)

( IF7040 )

I-146	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2004
(a) Definitions. As used in this clause-			

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-147	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- HOUR CONTRACTS) (DEVIATION)	MAY/2004
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(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer

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shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

- (b) Changes in Government-furnished property.
  - (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
  - (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-
    - (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
    - (ii) Withdrawal of authority to use property, if provided under any other contract or lease.
- (c) Title.
  - (1) The Government shall retain title to all Government-furnished property.
  - (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
  - (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-
    - (i) Issuance of the property for use in contract performance;
    - (ii) Commencement of processing of the property for use in contract performance; or
    - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.
  - (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration.
  - (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
  - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.
  - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited risk of loss.
  - (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.
  - (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-
    - (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
    - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
    - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
    - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
    - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
  - (3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
  - (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted

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from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage-

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that-

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

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- (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.
- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
  - (i) May purchase the property at the acquisition cost.
  - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
  - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) Inventory disposal schedules.
  - (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify-
    - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
    - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
  - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
  - (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for-
    - (A) Special test equipment with commercial components;
    - (B) Special test equipment that does not contain commercial components;
    - (C) Printing equipment;
    - (D) Computers, components thereof, peripheral equipment, and related equipment;
    - (E) Precious Metals;
    - (F) Nonnuclear hazardous materials or hazardous wastes; or
    - (G) Nuclear materials or nuclear wastes.
  - (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-
  - (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
  - (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
  - (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.
- (7) Storage.
  - (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
  - (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.
- (8) Disposition instructions.
  - (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.
  - (ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.
  - (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.
- (9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of

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work covered by this contract, or to the Government as directed by the Contracting Officer.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent;

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7120)

I-148                      52.245-9                      USE AND CHARGES (DEVIATION)                      APR/1984

(a) Definitions. As used in this clause--

"Acquisition cost" means the acquisition cost recorded in the contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

"Government property" means property owned or leased by the Government.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

"Rental period" means the calendar period during which government property is made available for commercial purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only a noninterference basis.

(c) Rental Charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause,, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

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(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time portions of hours rounded to the next higher hour--

$$\text{Rental charge} = (\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost}) / 720 \text{ hours per month}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver of relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-149      52.245-17      SPECIAL TOOLING (DEVIATION)      APR/1984

(a) Definition. "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the schedule of this contract.

(b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

(c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

(d) Changes in design. Changes in the design or specifications of the end items being produced under the contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superceding part. Pending disposition instructions, such useable tooling shall be retained and maintained by the Contractor.

(e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraph (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering among other things, the value of the items to the Contractor for use in



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future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

(f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

(g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

(h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

(i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90 day period shall be construed as direction under subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

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(End of clause)

(IF7110)

I-15052.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b)

The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-15129.303(C)

CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)

MAY/1992

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(End of clause)

(IF7002)

I-152252.225-7001

BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM

APR/2003

DFARS

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

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(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American ActBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

(IA7732)

I-153	252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION	AUG/1993
	DFARS		

(a) Contract line items \_\_\_\*\_\_\_ through \_\_\_\*\_\_\_ are incrementally funded. For these item(s), the sum of \$\_\_\_\*\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

\*\*\*

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

\* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

(IA7766)

I-154	252.243-7000	ENGINEERING CHANGE PROPOSALS	JUL/1997
	DFARS		

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' cost or a ''not less than'' cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and

Name of Offeror or Contractor:

(2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-155	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

\*\*\*

(End of clause)

(IA7035)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		003	EMAIL
Attachment 001	STATEMENT OF WORK	04-MAY-04	009	EMAIL
Attachment 002	CDTF BUILDING	29-MAR-04	001	MAIL
Attachment 003	CDTF EQUIPMENT	29-MAR-04	099	MAIL
Attachment 004	CDTF SPARE PARTS	29-MAR-04	032	MAIL
Attachment 005	COURSE CATALOG RC		045	MAIL
Attachment 006	FACILITY DESIGN	01-SEP-88	095	MAIL
Attachment 007	LAB COURSES	13-APR-04	002	MAIL
Attachment 008	PROCESS CONTROL SYSTEM SIMULATION SYSTEM DESCRIPTION SOW		011	MAIL
Attachment 009	PLANT SYSTEM DESCRIPTION TRAINING GUIDE	16-JAN-03	239	MAIL
Attachment 010	WAGE DETERMINATION NO. 94-2248 REV 20	03-JUN-03	008	EMAIL
Attachment 011	LAB SAMPLE TASK	15-APR-04	001	EMAIL
Attachment 012	CDTF DRAWING PACKAGE		972	MAIL
Attachment 013	ABEDEEN PROVING GROUND REGULATION (APGR) 200-50 INTEGRATED SOLID WASTE MANAGEMENT AT APG	01-MAY-99	106	MAIL
Attachment 014	APGR 200-60, HAZARDOUS WASTE MANAGEMENT AT APG	01-MAR-99	226	MAIL
Attachment 015	APGR 200-1, ENVIRONMENTAL QUALITY CONTROL AT APG	15-MAR-96	042	MAIL
Attachment 016	APGR 200-30, AIR QUALITY MANAGEMENT AT APG	01-MAR-03	263	MAIL
Attachment 017	APGR 200-41, WATER QUALITY MANAGEMENT	03-JAN-00	052	MAIL
Attachment 018	AUTOMATIC CONTINOUS AIR MONITORING SYSTEM FUNCTIONAL ANALYSIS WORKBOOK (FAWB)	10-APR-03	097	MAIL
Attachment 019	BRINE REDUCTION AREA FAWB	26-AUG-03	111	MAIL
Attachment 020	DEACTIVATION FURNACE SYSTEM FAWB	07-JAN-04	142	MAIL
Attachment 021	HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM FAWB	05-DEC-03	269	MAIL
Attachment 022	MINE HANDLING SYSTEM FAWB	17-SEP-02	102	MAIL
Attachment 023	DFS, LIC, AND MPF POLLUTION ABATEMENT SYSTEM AND PAS FILTER SYSTEM FAWB	23-JAN-04	373	MAIL
Attachment 024	ROCKET HANDLING SYSTEM FAWB	07-JAN-04	199	MAIL
Attachment 025	BULK CONTAINER HANDLING SYSTEM FAWB	12-MAR-04	260	MAIL
Attachment 026	CONTAINER HANDLING BUILDING	21-DEC-99	167	MAIL
Attachment 027	PROGRAMMATIC PROCESS FAWB MAITENANCE PLAN	17-OCT-02	017	MAIL
Attachment 028	LIQUID INCINERATOR SYSTEM FAWB	22-DEC-03	176	MAIL
Attachment 029	METAL PARTS FURNANCE FAWB	11-FEB-04	158	MAIL
Attachment 030	PROJECTILE HANDLING SYSTEM FAWB	24-MAR-04	389	MAIL
Attachment 031	TREATY COMPLIANCE EQUIPMENT	01-OCT-99	059	MAIL
Attachment 032	CONTRACTOR'S PAST PERFORMANCE QUESTIONNAIRE		001	EMAIL

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
- (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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**Name of Offeror or Contractor:**

(KF6065)

K-6                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998  
(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN).
  - o TIN: \_\_\_\_\_.
  - o TIN has been applied for.
  - o TIN is not required because:
    - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - o Offeror is an agency or instrumentality of a foreign government;
    - o Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.
  - o Sole proprietorship;
  - o Partnership;
  - o Corporate entity (not tax-exempt);
  - o Corporate entity (tax-exempt);
  - o Government entity (Federal, State, or local);
  - o Foreign government;
  - o International organization per 26 CFR 1.6049-4;
  - o Other \_\_\_\_\_.

- (f) Common parent.
  - o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - o Name and TIN of common parent:
    - Name \_\_\_\_\_
    - TIN \_\_\_\_\_

(End of provision)

(KF6043)

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**Name of Offeror or Contractor:**

K-7                      52.204-5                      WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)                      MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it o is a women-owned business concern.

(End of provision)

(KF6022)

K-8                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

K-9                      52.219-1                      SMALL BUSINESS PROGRAM REPRESENTATIONS                      MAY/2004

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611710 (insert NAICS code).
- (2) The small business size standard is \$6,000,000.00(insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or



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service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations.
- (1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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(KF6003)

K-10                    52.219-1                    SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I                    APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-11                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF6019)

K-12                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF6020)

K-13                    52.230-1                    COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                    JUN/2000

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0022      MOD/AMD</p>	<p style="text-align: center;"><b>Page 35 of 52</b></p>
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Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement-Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards-Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by

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checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

o The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. o yes o no

(End of provision)

(KF6190)

K-14 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003  
(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government  
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and  
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.  
(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that  
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and  
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:  
Line Item Number Country of Origin

(3) The following end products are other foreign end products:  
Line Item Number Country of Origin (If known)

(End of provision)

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(KA6702)

K-15            252-247.7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992  
                     DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA6500)

K-16            45.309(B)            DISPOSAL OF GOVERNMENT PROPERTY RESTRICTED            SEP/1995  
                     LOCAL

Offerors are requested to indicate below whether to their knowledge, the procurement involves the acquisition of Government production and research property, the disposal of which may be restricted by patent or other rights.

This procurement \_\_\_\_\_ does \_\_\_\_\_ does not involve the acquisition of Government production and research property, the disposal of which may be restricted by patent or other proprietary rights.

If procurement does involve the acquisition of such property, indicate the nature of the restriction

\_\_\_\_\_.

(End of provision)

(KS6028)

K-17            52.227-6            ROYALTY INFORMATION            APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.

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(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

(KF7002)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-6	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-7	52.237-1	SITE VISIT	APR/1984
L-8	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-9	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
L-10	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-11	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Cost plus fixed fee, with firm-fixed price contract line items, contract resulting from this solicitation.

(End of Provision)  
(LP6008)

L-12	52.233-2	SERVICE OF PROTEST	AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from			

Army Field Support Command  
1 Rock Island Arsenal  
ATTN: AMSFS-CCD-A (Brian Murphy)  
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)  
  
(LP6021)

L-13	52.211-4501 OSC	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
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(LS6040)

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L-14                      30.202-1(A)                      DISCLOSURE STATEMENT FORM                      SEP/1995

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of Provision)

(LF7011)

L-15                      52.215-20                      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST                      OCT/1997  
OR PRICING DATA  
(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-16                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.



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(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-17      15.403-5      INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION      MAY/2002  
OTHER THAN COST OR PRICING DATA

(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-18      AMC      AMC-LEVEL PROTEST PROGRAM      DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:  
<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-19      15.503 LOCAL      DISCLOSURE OF UNIT PRICES      FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

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INSTRUCTIONS TO OFFERORS FOR PREPARING PROPOSALS

PROPOSAL PREPARATION INSTRUCTIONS

A. Proposal Format: The offeror's proposal shall include a fully executed copy of solicitation W52P1J-04-R-0022 (Sections A through M inclusive) and four separate volumes, as set forth below. One original, five hard copies, and one electronic copy of the offeror's proposal shall be required. The digital copy should be on rewritable CD, 3.5" High or Double Density diskette, or e-mail, using Word, version 97 through present with Spreadsheets on Excel any version within the last three years. An index of the sections shall be provided and shall contain the title of the matter discussed, referencing the paragraph number of the Statement Of Work (SOW) as well as the RFP paragraph and page numbers. The narrative discussions shall be related to the applicable RFP paragraph by placing the appropriate numbers at the beginning of the discussion text. All information pertaining to cost shall be confined to Volume III -- Cost/Price:

1. Volume I -- TECHNICAL APPROACH

- Subsection A -- Training Operations and Training Development  
Conceptual Approach
- Subsection B -- Laboratory Mobilization Sample Task
- Subsection C -- Simulation System Support and Development
- Subsection D -- Test Program Planning and Execution

2. Volume II -- MANAGEMENT APPROACH

- Subsection A -- Personnel Experience
- Subsection B -- Project Management and Baseline Management  
Experience
- Subsection C -- Property Management
- Subsection D -- Small Business Utilization

Volumes I & II shall be organized so that, to the extent possible, each merit evaluation factor and subfactor is presented in a separately identified section or subsection. The information contained in the explanation of each evaluation factor, and/or subfactor shall be addressed in the appropriate section in the order indicated above. Because of the nature of the division of the evaluation criteria, some duplication of material may be necessary to adequately address the evaluation factors and subfactors. In such instances, cross-referencing between Volumes I and II is permissible. Failure to comply with the above format may result in some of the offeror's proposal not being evaluated.

3. Volume III -- COST/PRICE

Supplies/Services and Prices, Cost and Pricing Data For format and supporting data, particular attention is directed to the requirements of FAR 15.408 Submission of Data and TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL.

4. Volume IV -- PAST PERFORMANCE

For all contracts cited in this section, the offeror shall include the contract number, contracting agency or Company name, name and telephone number of the point of contact, and dollar value of the contract.

B. Proposal Length: The Government recognizes that offerors must go to considerable expense in preparation of proposals for this solicitation and prefers that proposals be practical. Elaborate formats, multi-color displays, special reproduction techniques, and the like are not necessary and are not desired. The only requirement is that proposals adequately depict a complete response to the solicitation requirements and that the technical approach and management approach volumes combined do not exceed 125 pages (including drawings, addenda, sketches, tables, graphs, and so forth). Resumes are not included in the page count. Material may be printed on both sides of a page, but each side shall count as a separate page in the page count limitation. The page limits will be strictly enforced. No pages beyond the page limits will be evaluated. The offeror shall submit a list of Key Personnel. The resumes of key personnel may be included as an addendum to Volume II, and shall not be included in the page count. Legibility, clarity, coherence, and content are important. Sheet size of the proposal contents shall be 8-1/2 x 11 inches where sheets are prepared specifically for this proposal; however, in the case of drawings, or other graphical material, they shall be reduced only to the extent legibility is not

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lost. All text sheets shall have a margin on all sides of a minimum of one inch. The maximum number of lines to a sheet shall be 66. The number of characters per inch shall be no more than 12. The offeror shall not submit verbatim sections of the appendices, references, or other portions of this RFP as part of their proposal.

C. If revised proposals are required, revisions shall be highlighted, grey-barred, underlined or asterisked. Government evaluators will not review any data not highlighted during the evaluation phases of revised proposals.

D. Volume IV - Information properly belonging in Volumes I, II or the addenda shall not be included in Volume IV.

E. Proposal Content: Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal from both a technical approach and management approach standpoint. The technical approach and management approach information shall include, without reference to cost, information such as: man-hours, time phased hiring plan (staff up plan), number of trips by destination, number of per diem days, and lists of equipment and supplies to be used.

F. Evidence of firm commitments in the form of proposed teaming agreements, subcontracts, valid offers, letters of intent, and rental/lease/purchase agreements shall be provided as an addendum to Volume II and shall not be counted against the page limitation. Subcontractor/team member/parent/affiliated corporation experience/credentials may be imputed to and evaluated as part of proposals if they are identified, their responsibilities are identified, and the proposal includes a commitment from each to undertake performance under any resultant contract. Offerors shall identify uncertainties and assumptions within the requirements set forth in this solicitation and provide specific proposals for their resolution. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities, and experiences. Clear identification is the sole responsibility of the offeror. The proposal shall include the following:

I. Volume I -- TECHNICAL APPROACH

A. Training Operations & Training Development Conceptual Approach shall include the following:

1. The offeror shall address training operations, training development, simulator support and development, maintenance, QA/QC, safety, environmental compliance and reporting. For the CDTF project, the offeror shall provide a technical approach which is thorough and detailed with discussion of the various aspects of chemical demilitarization training operations and support functions including developing and maintaining training materials, support equipment, maintenance procedures and SOPs. The technical approach shall demonstrate a well thought out understanding of and plan to achieve the objectives identified in paragraph 1.2 of the statement of work. The offeror shall identify relevant projects where the various aspects of the proposed approach have been used.

2. The offeror's proposal shall describe the approach to optimize the efficient utilization of the CDTF. The discussion should address plans to establish the facility as a preferred training source for Chemical Demilitarization contractors. Additionally, address approaches to be used to ensure optimum class sizes while being responsive to CMA and other customers needs for timely and effective training.

3. The offeror's proposal shall include a detailed description of the offeror's approaches to hiring, training, and certifying instructors and the maintenance staff. The description shall address the times required for training.

B. Lab Mobilization Sample Task - Offeror will provide a mobilization plan approach that describes all activities necessary to recruit a staff, prepare or adapt training materials, certify instructors and coordinate the training schedule with the system contractors for chemical demilitarization laboratory training.

C. Simulation System Support and Development:

1. The offeror's proposal shall describe simulation experience in development and support of training operations within the past three years. This experience must be with previous or on-going simulation project(s) of similar or larger size and scope to this project. The offeror shall relate applicability of their past experience to this project. The description shall include the type of plant(s) simulated, the kind of product produced (e.g. training simulator only), the size of the simulation code (Source Lines of Code), and the programming language used. Present a general description of the simulation effort, value and length of development, operational experience, and where the simulation effort was performed

2. The description of previous work shall demonstrate a pragmatic and realistic approach to simulation projects and shall openly and candidly present problems encountered and steps to resolve them.

D. Test Program Planning and Execution: The offeror shall present a detailed approach to the development of a test program as required by the statement of work. The approach shall describe test schedules, development of test procedures, and the reporting of results. The proposal shall demonstrate a thorough familiarity with complex start-up problems and manufacturing engineering approaches to solving plant-operating issues.

II. VOLUME II -- MANAGEMENT APPROACH

Name of Offeror or Contractor:

A. Personnel Experience: The Offeror shall describe the past experience and education of the project manager, facility use coordinator, instructors, and subject matter experts, via resume, and identify these personnel by positions and cross referencing these personnel to the organization breakdown structure and contract work breakdown structure (CWBS). The resumes of the personnel assigned to the project shall indicate the extent of experience with their assigned functional area and on a project of similar size and complexity.

B. Project Management and Baseline Management Experience:

1. The offeror shall describe their overall approach to the management of the project including all activities required by the statement of work. This approach shall address the following:

- a. A description of the organization with supporting rationale down to the lowest organizational level. The organization chart shall reflect sound management practices, and appropriate levels of supervision for QA/QC, safety, environmental activities, training operations, training development, simulation support, and maintenance. The offeror's proposed organizational structure shall reflect the levels required for each position and shall provide a cross reference of personnel to the OBS elements.
- b. A well-organized, comprehensive and detailed management approach describing all activities including the relationships between them.
- c. A detailed description of the offeror's approach to staffing and management of organizational interfaces, to include all performers.
- d. The offeror shall describe the relationship between corporate oversight functions and project management.
- e. Additionally, the offeror shall identify their approaches and initiatives to reduce cost risk to the Government under this anticipated cost reimbursable contract.

2. The offeror shall address in all areas how corporate experience will be applicable to this project.

C. Property Management:

1. The offeror shall submit their plan to establish and maintain a Property Management System that is compliant with FAR 52.245-5 and 52.245-2.

2. The offeror shall describe previous experience with government-owned-contractor-operated facilities management and how their property systems complied with the FAR/DFARS property management requirements. The offeror shall provide the number of items of Government property in all property classifications they have managed.

D. Small Business Utilization

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

- a. Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and
- b. Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

a. The offeror is to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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TOTAL SB \$

LARGE BUSINESS	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
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EST. TOTAL  
CONTRACT \$

EST. TOTAL  
SUBCONTRACTING \$

b. Realism - All offerors are to provide a detailed description of their methods used to promote and monitor small business utilization, as prescribed by FAR 52.219--8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items.

i. Large business offerors shall document their performance using information prescribed by FAR 52.219-9 Small Business Subcontracting Plan, in contracts within three years prior to the initial closing date, for the same or similar items.

ii. The documentation shall include their actual performance in utilizing SB and HBCU/MI contractors, such as the most recent SF 294 for each relevant contract.

iii. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level.

iv. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

III. VOLUME III - COST/PRICE

A. The offeror shall prepare a cost proposal in compliance with the requirements of FAR 15.403 and 15.408. Format for submission of cost proposal data will be in accordance with FAR 15.408 and TABLE 15-2 INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED. This includes the requirements for SF Form 1411s and compliance with the instructions on the form. Each element of cost shall be completely documented to show the basis and rationale used in arriving at the amount proposed, and the proposal shall be properly cross-referenced. Supporting information for each cost element must be adequate for evaluators to determine the cost buildup and include any rates, hours, material, escalation, cost data sources, methodology and assumptions used. The following supporting data shall also be included in appropriately cross-referenced supporting narrative:

1. Labor: A breakdown of labor classification shall be required showing the estimated hours, number of personnel, rates used, and total cost. The basis for the rates used shall be fully explained. Also, company pay scales shall be provided showing the company classification and pay range.

2. Overhead: The overhead shall be broken down into the individual elements that it covers to include separate breakouts for work performed on site and work performed at the Contractor's home office or field offices. The individual elements comprising the overhead shall be fully explained as to how the amounts were computed, both in figures and words.

3. Overtime: Offeror shall include all costs for overtime to support work at the site. No other overtime shall be proposed unless it can be shown that this is cost effective. Offeror shall include an explanation of the basis upon which the overtime was computed.

4. Pay Differential: If it is the offeror's policy to pay its employees a differential due to work on swing and graveyard shifts, such differential shall be included in the cost estimate and explained with figures and words.

5. General and Administrative Expense: An explanation of the base and rate used to compute the amount proposed shall be required. The rate shall be broken down into the individual elements of which it is comprised and any services that are provided to the contract through G&A shall be listed and explained.

6. Fee: Offeror shall include the proposed fixed fee for the total contract as it relates to Section B, schedule.

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7. Travel Costs: The offeror shall show all trips to and from the CDTF, the days for each trip, the number of people traveling and the airfare, per diem and other expenses involved with the trip.

8. For estimating purposes only, the offeror should take into consideration the following:
- a. The offeror shall allocate the cost of project support and management to the SubCLINs that the support is being provided.
  - b. The offeror shall plan to have instructors certified to instruct the following courses:

Sample Collection	October 1, 2004
8 hour HAZWOPER for Government Monitors	October 4, 2004
LQC	October 18, 2004
Process Residue Analysis	October 25, 2004
24 hour HAZWOPER for Government Monitors	October 25, 2004
LAT2 DAAMS Training	October 29, 2004
LEM	November 1, 2004
DAAMS GC	November 1, 2004
8 hour HAZWOPER for Government Monitors	November 1, 2004
LMT-2.2	November 8, 2004
Dynatherm DAAMS GC	November 15, 2004
LAT-3	November 22, 2004
All Other Courses	December 6, 2004

- c. Offerors need to include a monthly HAZWOPER refresher class for eight hours and a quarterly, twenty-four hour initial HAZWOPER course.
- d. Offers shall assume 12 man-years for designing and fabricating equipment and test items to support munitions demilitarization activities.
- e. Assume the same level of effort for the second through the fifth year that is being provided in the first year.

B. Cost Realism: A proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost or price, shall be explained in the proposal. For example, if the use of new and innovative teaching techniques are intended, their impact on cost or price shall be explained; or if a business policy decision has been made to absorb a portion of the estimated cost, that shall be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of work required, financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

C. The offeror shall provide their approach and initiatives to reduce cost risk to the Government.

IV. VOLUME IV - PAST PERFORMANCE

1. The offeror shall submit a description of prime and major subcontractor projects that meet the relevancy criteria established below. A major subcontractor is one who is expected to perform critical elements or more than 10 percent of the effort.

Mandatory Relevancy Criteria:

- a. Requirements are comparable to those identified in this solicitation
- b. The project was completed or performed within the 3 years of the closing date of this solicitation and up to the date of award.
- c. The project demonstrated more than 6 months of actual performance. Projects of less than 6 months duration or those that were awarded less than 6 months prior to the closing date of this solicitation will not be considered relevant.

Non-mandatory but important Relevancy Criteria

- a. The project was performed under a cost reimbursable type contract.
  - b. The annual contract value was \$1 million or greater
2. Each offeror shall assign a reference number for each project and used throughout this volume. (The source of experience form,

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referenced below, is formatted with numbers assigned). The following data shall be included for the offeror and major subcontractors.

- a. CAGE Number/code
  - b. Program and Contract Number
  - c. Was the work performed as a prime or subcontractor?
  - d. Contract Type (Fixed Price or Cost Reimbursable?)
  - e. Date Awarded
  - f. Awarded cost/price
  - g. Final/projected Cost/price
  - h. Original Period of Performance
  - i. Final/Projected Period of Performance
  - j. Government Contracting Office/Company, Address and Phone
  - k. Procuring Contracting Officer (PCO) and/or company point of contact, address, telephone number, and e-mail address
  - l. Administrative Contracting Officer (ACO), address, phone and fax number.
  - m. Government Technical Representative/Contracting Officer's Representative (COR), address, phone data fax number.
  - n. A narrative discussion of up to 100 words describing how the requirements of the project are comparable to the statement of work requirements in this solicitation.
  - o. Identify any contract terminated, in whole or part, for any reason, in the last three years regardless of whether they are relevant/similar to the this solicitation. This includes those contracts currently in the process of being terminated.
  - p. Provide the status of the following business management systems: Purchasing, Property Management, Accounting, Estimating, and Billing. Identify the dates DCAA audits were conducted and when the contracting officer notified you whether the system was approved, determined to be adequate, withheld, withdrawn, etc.
3. The prime and critical/major subcontractors will be evaluated for quality based on the following elements: Management Performance, Cost/Schedule Performance, and Training Proficiency/Responsibility.
4. Contractors Past Performance Questionnaire - The offeror shall complete the top section of the Questionnaire and provide it to the proposed respondent to complete the ratings and fax to 410-436-8595. It is the responsibility of the offeror to ensure questionnaires are completed and submitted. The offeror shall provide a list of individuals to whom questionnaires were provided.
5. In order to gain a realistic overview of the offerors past performance, the Government will gather information from a variety of sources to include responses from questionnaires, interviews with contract references or individuals familiar with the offerors performance, and data contained within Government files, award fee reports, data bases, etc. In order to achieve timely and comprehensive comments from the references, the Government requests that past performance data be provided within twenty-five days of the issuance of the solicitation.
6. Offerors submitting proposals that do not accurately contain the requested information, may risk receiving an unknown rating for those aspects of their past performance. This also applies to those cases where the Government is unable to obtain qualitative information about the offeror's past performance on projects due to inaccurate contact information for references and non-receipt of questionnaires.
7. Offerors shall provide written consent, on letterhead stationary, from each proposed major/critical subcontractor allowing the Government to directly discuss that subcontractors past performance with the offeror.

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1      15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:		

A. Basis of Award. Award will be made to the offeror whose proposal represents the best value to the Government, considering the evaluation criteria. Consequently, integration of the technical approach, management approach and past performance with the total evaluated cost/price could result in award to other than the offeror with the lowest cost/price.

B. Evaluation Guidance. Selection of the successful offeror will be made based on the evaluation criteria stated below. However, any proposal which appears to be unreasonable, unrealistic, unsupported, unclear, and/or deficient, in terms of technical approach, schedule commitments, and/or costs (high or low) will be deemed reflective of an inherent lack of technical competence or failure to comprehend the complexity and performance risks of the Government's requirements stated in this solicitation. This may be grounds to reject the proposal. If required, discussions will only be conducted with those offerors who are within the competitive range based on all the evaluation criteria. Selecting an offeror for award will be based on an evaluation of proposals for the following factors: Technical Approach, Management Approach, Past Performance, and Cost/Price. Each factor is weighted and is separately described below.

1. Technical approach and management approach will be evaluated and given an adjectival rating of excellent, good, satisfactory, marginal, or unsatisfactory.
2. Past Performance will be evaluated and given an adjectival rating of high, moderate, low, or unknown performance risk.
3. Cost/Price will be evaluated and rated in a narrative manner for fairness, reasonableness, realism, and probable cost.

C. Evaluation Criteria. The evaluation criteria are divided into successively lower levels of importance. First tier criteria are called factors. Second tier criteria are called subfactors. There are focus areas under the factors or subfactors, which will not be individually rated, but the observations, strengths, and weaknesses assessed in these focus areas will be considered in the subfactor or factor ratings.

Factors are:

- I. TECHNICAL APPROACH
- II. MANAGEMENT APPROACH
- III. PAST PERFORMANCE
- IV. COST/PRICE

The factors, in descending importance, are: Technical Approach is most important, Past Performance and Management Approach are next in importance and are considered equal, and Cost/Price is least important. All factors other than Cost/Price, when combined, are significantly more important than Cost/Price.

Subfactors under their respective factors are:



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I. TECHNICAL APPROACH (factor)

A. Training Operations and Training Development Conceptual Approach (subfactor)

1. The proposals will be evaluated to determine the offerors understanding of the requirements and objectives, the feasibility and potential effectiveness of the approach in meeting the requirements, and the experience the offeror has in implementing a similar approach on projects with requirements comparable to those included in this solicitation.

2. The proposals will be evaluated to determine the feasibility and potential effectiveness of the offerors approach to encourage the use of the CDTF for training by systems contractors and other parties associated with the Chemical Disposal Program. Additionally, the offerors approach to ensure scheduling of courses to meet program requirements and the potential effectiveness of proposed procedures to optimize class sizes for optimum cost effectiveness will be assessed.

3. The feasibility and potential effectiveness of the offerors hiring, training, and certifying approaches will be evaluated.

B. Lab Mobilization Sample Task (subfactor) - The proposals will be evaluated to determine the offeror's understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirement.

C. Simulation System Support and Development (subfactor)

1. The offerors expertise and experience in developing and maintaining sophisticated simulator training operations shall be evaluated.

2. The offerors identification of, understanding of, and approaches to solving the types of problems that can be expected on simulators used for training comparable to that used at the CDTF will be assessed. The proposals will be assessed to determine the effectiveness of the results, the use of innovative approaches, and the application of sound technical and/or management judgment.

D. Test Program Planning and Execution (subfactor) - The proposals will be evaluated to determine the offerors understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirements. Additionally, the offerors understanding of the risks associated with complex process start-up and approaches to mitigate the risks will be assessed.

The subfactors under Technical Approach are listed in their descending order of importance.

II. MANAGEMENT APPROACH(factor)

A. Personnel Experience (subfactor) - The experience, training, and education of key personnel will be evaluated to determine their qualifications for performing the role for which they are proposed.

B. Project Management and Baseline Management Experience (subfactor)

1. The offerors proposal will be evaluated to assess the feasibility, potential efficiency and potential effectiveness of:

- a. The proposed organizational structure.
- b. The management approach and offerors plans to accomplish all activities required in the statement of work.
- c. The offerors approach to staffing and managing the organizational interfaces.
- d. The offerors approach to providing corporate oversight and assistance will be evaluated.
- e. The offeror's approaches and initiatives to reduce cost risk to the Government shall be evaluated.

2. The offerors demonstrated experience in managing projects of similar scope and complexity will be evaluated. Greater importance will be placed on those approaches that have previously been used by the offeror for comparable requirements.

C. Property Management (subfactor)

1. The proposals will be evaluated to determine the offerors understanding of the requirements, the feasibility and potential effectiveness of the approach in meeting the requirements.

2. The experience the offeror has in implementing a similar approach on projects with requirements comparable to those included in this solicitation. Greater importance will be placed on those approaches that have previously been used by the offeror for

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comparable requirements.

- D. Small Business Utilization (subfactor)
1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

Small Business (SB)

Small Disadvantaged Business (SDB)

Women-Owned Small Business (WOSB)

Veteran-Owned Small Business (VOSB)

Service Disabled Veteran-Owned Small Business (SDVOSB)

Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and

Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.
3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

a. Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

b. The extent of Small Business participation in terms of value of the total contract.

c. Realism - The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

i. The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.

ii. For large business offerors, their performance as prescribed by FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

iii. Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.
- The subfactors under Management Approach are listed in their descending order of importance.
- III. COST/PRICE (factor)
- The Cost/Price factor has no subfactors.
- A. Cost/Price will be evaluated for both cost realism and cost/price reasonableness. Cost/price analysis will be used to determine cost/price reasonableness. Cost realism analysis of cost elements within each offerors cost estimate will be performed to determine if the estimates are reasonable for the work being performed, reflect a clear understanding of the requirements and are consistent with the unique methods of performance and materials described in the offerors technical proposal. The resulting conclusions from cost realism analysis will form the most probable cost estimate.

B. Cost/Price will be evaluated for fixed-fee percentage using the weighted guidelines method.

C. While cost will be evaluated for reasonableness and realism, cost may play an additional role when an otherwise best-value proposal is at a cost in which adequate funding isn't available.

D. Award will be made based the offeror's (proposed/negotiated) cost/price for all years. Only if the required effort increases or decreases by five percent or greater as compared to the initial award for each of years two through five will the contract cost/price be renegotiated. Tasks awarded on a firm fixed and cost plus fixed-fee basis will be viewed separately to determine if the effort increase/decrease in the out-years. (For example - If the effort under firm fixed-price decreased two percent and the cost plus fixed-fee increased ten percent then only the cost plus fixed-fee portion would be renegotiated. It is assumed that the tasks awarded on a firm fixed-price or a cost plus fixed-fee basis in the initial award will be awarded on the same contract type basis for all years unless the offeror's proposal specifically spells out a difference and an explanation for the difference.
- IV. PAST PERFORMANCE (factor)

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The Past Performance factor has no subfactors.

A. The Government will conduct a performance risk assessment based upon the currency, relevancy, source, context, and general trend of the offerors past performance as it relates to the probability of successful accomplishment of the required effort. The relationship between the past performance information and the offerors proposed role(s) in the CDTF project will also be considered. When assessing performance risk, the Government will focus its inquiries on the offerors record of performance as it relates to the performance of all solicitation requirements. For the purposes of these evaluations, the offeror includes the prime contractor and major subcontractors/team members who are responsible for critical elements or more than 10 percent of the required effort. The time standards for relevant contracts that must be included those 1) awarded/started within three years prior to the closing date of this solicitation, and 2) awarded/started more than three years prior to the closing date of this solicitation, but completed or performed within the three years prior to the closing date and up to the date of the award of this contract, and 3) on-going contracts with at least six months of actual performance. Non-mandatory but important Relevancy Criteria are 1) project was performed under a cost reimbursable type contract, 2) the annual contract value was \$1 million or greater. Any negative or other information, which impacts the Performance Risk Assessment and which the offeror has not previously had an opportunity to address, shall be furnished to the offeror for comment during ensuing exchanges with offerors.

B. The Past Performance Factor evaluation will consist of an integrated assessment of the offerors past performance in order to establish a performance risk rating associated with the offerors participation in the CDTF project.

1. The relevancy of the offerors past performance will be analyzed. Projects must be for comparable requirements and must meet the relevancy time criteria to be considered relevant. Most significance will be placed on those projects that meet all of the relevancy criteria.

2. The quality of the offerors past performance will then be evaluated to arrive at the overall past performance rating. In determining the quality of the offerors past performance, the following aspects will be evaluated:

a. Management Performance - The offerors performance in the areas of: (1) commitment to efficient and effective management and oversight, (2) safety, (3) problem resolution, (4) maintaining an effective workforce, and (5) management of subcontractors will be assessed.

b. Cost/Schedule Performance - The offerors ability to execute performance within proposed costs and schedules and develop effective and innovative correction plans to mitigate cost overruns and schedule slippages will be assessed. Also, the offerors performance in establishing and maintaining business management systems in an approved or adequate status will be assessed.

c. Training Proficiency and Responsiveness - The Government will assess the offeror performance in planning and executing training requirements for customers, and proficiency and responsiveness in providing training simulation support.

C. Rating of Past Performance: The quality of the offerors past performance will be rated in accordance with the following:

HIGH PERFORMANCE RISK: Significant doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract.

MODERATE PERFORMANCE RISK: Some doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract.

LOW PERFORMANCE RISK: Virtually no doubt exists, based on the offerors performance record, that the offeror will successfully perform the required effort in accordance with the terms and conditions of the contract. To earn this rating the offeror must demonstrate that conscious and deliberate actions on the part of the contractor were major contributors to successful performance.

UNKNOWN PERFORMANCE RISK: No relevant past performance record identifiable. A thorough search was unable to identify any applicable past performance information for the offeror or key team members/subcontractors or their key personnel for the functional areas in which they are proposed.

D. During the source selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

1. Proposal risks are those risks associated with an offerors proposed approach in meeting the Governments requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation under the technical approach, management approach and cost factors.

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2. Performance risks are those risks associated with an offerors likelihood of success in performing the solicitation requirements as indicated by that offerors record of past performance. Performance risk is assessed by the SOURCE SELECTION TEAM and is assigned a narrative rating in the past performance factor of the evaluation.

E. The Government may obtain any available information on the offeror and its proposed subcontractors from available sources to include, but not limited to the Contractor Information System at Army Materiel Command (AMC) or similar databases within the Department of Defense (DoD), responses to questionnaires, interviews, award fee reports, etc.

F. Offerors who do not submit past performance information that is accurate and complete may risk receiving an unknown rating for those particular aspects of their past performance.

(End of Provision)

(MF6025)